



THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:)	Attorney Docket No. 102
Burkhalter, Swinton B. et al.)	
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Application No.: 09/775,335)	
)	
Filed: February 1, 2001)	
)	
For: MULTI-RISK INSURANCE)	
SYSTEM AND METHOD)	
)	
Examiner: Kalinowski, Alexander G.)	
)	
Art Unit: 3626)	
)	
Confirmation No.: 9209)	
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REMARKS

Claims 1-6 are in the application.

Claims 1-6 are rejected under section 103 as being unpatentable over Sexton et al. U.S. 5,752,236, in view of an article by Norris entitled *Satisfactory Arrangements: Hooking Up With A Property-Casualty Agency*. (It is noted that Norris is not specifically mentioned at the beginning of Section 3 on Page 2 of the Office Action where the rejection is stated, but it is mentioned on line 9 page 3 as if it had been stated earlier. It is assumed that the rejection is based on Sexton in view of Norris.) This rejection is respectfully traversed.

Cited Art

The Sexton reference concerns the disproportionate allocation of premium obligation, death benefit and cash values for two or more separated but related life insurance policies. The applicants do not see where the cited Sexton reference includes collecting data concerning

health, disability, major medical, etc. as stated at lines 14-16, page 2 of the Office Action and this is clearly not stated at the cited column 18, lines 61-63 of Sexton.

The Norris article concerns the experiences of agents/brokers, such as Mr. Fallon who sells life insurance policies, joining with agents/brokers, such as Mr. Sullivan who sells property and casualty policies (homeowners and auto insurance plans). However, each of the various products mentioned in Norris are separate and not related. There is no disclosure or suggestion to sell the various products as one product. Because nothing is said, it is assumed that the Norris article concerns an insurance agency acting like an insurance supermarket. In fact, according to the article, Mr. Fallon deals with at least eight different insurance companies just for his life insurance business. This profusion of companies means more insurance policies not less and more inefficiency not less, and it runs counter to the concept in the application to combine coverages in a single policy and achieve major benefits..

There is no disclosure or suggestion of selling a single policy with multiple coverages so as to offer benefits to both the selling insurance company (insurer) and to the buying party, the insured. As described in the subject specification, a number of efficiencies are achieved by both sides of the transactions. For the insured there is a savings of time because the underwriting requirements of multiple policies, such as multiple medical examinations, credit reports, medical data retrieval and the like are greatly reduced. Also, the sales process is simplified because the insured is dealing with a single company and a single sales representative. On the other side of the transaction, the insurance company sells multiple coverages but saves money by reducing total underwriting costs because there is reduced sales-related expenses and then later, reduced administrative costs. The combination offers a lower premium charge to the insured and a higher profit margin to the insurer, a “win-win” situation.

By comparison, the Norris article simply teaches the benefits derived by a life insurance agent having more prospective clients to approach when that agent teams with a property and casualty agency. There is absolutely no disclosure of changing the products sold or of developing a new single multi-coverage policy. Stated in another way, the Norris article discloses the benefits of having more customers; it does not disclose creating more efficient policies. Norris simply points out that life, medical, disability, homeowners and auto insurance policies exist. The cited Sexton reference even discloses an exact opposite approach to that of the application, that is, taking one life insurance policy and dividing into two or more policies. Applicants contend that the cited Sexton reference is neither relevant nor material to the invention in the subject application.

Claim Limitations

Claim 1 includes the language of forming a single plan or policy where data is collected on "coverages, including life, health, disability, major medical, critical illness, long term care and property and casualty," collecting data on the individual to be insured, collecting regulatory requirements, "selecting three or more coverages to form a policy," and "displaying the resulting policy." The result is one policy of many coverages. Even combining the Sexton and Norris references does not teach or even suggest the three limitations set out in quotations. Moreover, because neither reference is relevant there is no suggestion to combine them.

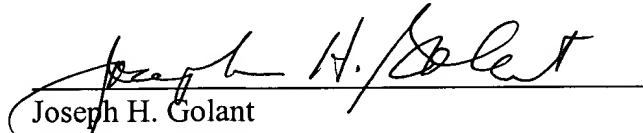
Nowhere in the cited art, Sexton and Norris, is there a disclosure or suggestion of the above recited combined steps to produce a single policy with the resulting benefits mentioned above for both the insurer and the insured.

Claim 3 has a similar combination of steps which results in a "policy generated. . .based upon a selection of three or more of said insurance coverages." This limitation is not taught or suggested by the cited references.

In view of the above, applicants respectfully request that the Examiner reconsiders his rejections of claims 1 and 3. Because the remaining claims are dependent from either claim 1 or claim 3, they will become allowable if claims 1 and 3 are allowable. Reconsideration of the dependent claims is also respectfully requested.

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Respectfully submitted,



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